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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/29/2007 11:16 AM Pg: 1 of 20

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME AND PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)
John C. Phelan, Esq.
DLA Piper US LLP
1251 Avenue of the Americas
New York, New York 10020

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME AQUA AT LAKESHORE EAST LLC		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 1b. INDIVIDUAL'S LAST NAME		CITY CHICAGO		STATE IL	POSTAL CODE 60601	COUNTRY USA	
1c. MAILING ADDRESS C/O MAGELLAN DEVELOPMENT GROUP, LLC, 303 EAST WACKER DRIVE, SUITE 2750		1f. JURISDICTION OF ORGANIZATION ILLINOIS		2g. ORGANIZATIONAL ID#, if any		<input type="checkbox"/> NONE	
1d. SEE INSTRUCTIONS 20-4445545	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LIMITED LIABILITY COMPANY					

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME		CITY		STATE	POSTAL CODE	COUNTRY	
2c. MAILING ADDRESS		1f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID#, if any		<input type="checkbox"/> NONE	
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION					

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME NATIONAL CITY BANK, AS ADMINISTRATIVE AGENT		FIRST NAME		MIDDLE NAME		SUFFIX	
OR 3b. INDIVIDUAL'S LAST NAME		CITY CLEVELAND		STATE OH	POSTAL CODE 44114	COUNTRY USA	
3c. MAILING ADDRESS 629 EUCLID AVENUE, LOCATOR 01-3028							

4. This FINANCING STATEMENT covers the following collateral:

SEE EXHIBIT A, SCHEDULE A AND SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

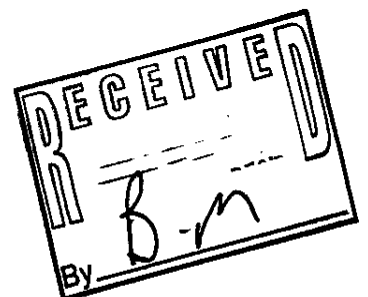
5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(s) on Debtor(s) [ADDITIONAL FEE] [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

TO BE FILED IN THE COOK COUNTY, STATE OF ILLINOIS

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)



Portfolio Title Company 200706001005 of 5

UNOFFICIAL COPY**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a OR 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME AQUA AT LAKESHORE EAST LLC		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (11a or 11b) - do not abbreviate or combine names:

OR	11a. ORGANIZATION'S NAME				
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID#, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12 or 12b)

OR	12a. ORGANIZATION'S NAME				
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

SEE EXHIBIT A, SCHEDULE A AND SCHEDULE B ATTACHED HERETO AND MADE A PART HEREOF.

15. Name and address of RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral Description

17. Check only if applicable and check only one box.Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction - effective 30 years
- Filed in connection with a Public-Finance Transaction - effective 30 years

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EXHIBIT A (Mortgaged Property)

This Financing Statement covers the following collateral:

All of Debtor's right, title and interest in and to all personal property and interests in property, whether now owned or hereafter acquired and wheresoever located including, without limitation:

- (a) the Land;
- (b) any and all buildings, constructions and improvements now or hereafter erected or located in or on the Land or any portion thereof, including all Equipment (defined below) and other articles now or hereafter attached or affixed thereto or located thereon and owned or ground leased by Debtor, together with all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "**Improvements**"), all of which shall be deemed and construed to be part of the realty;
- (c) all of the estate, rights, title, interest, claims or demands of any nature whatsoever of Debtor, whether in law or in equity, in possession or expectancy, in and to the Mortgaged Property or any part thereof;
- (d) Debtor's rights in and to the Project Documents, all easements, streets, rights-of-way, strips and gores of land, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Mortgaged Property (including any and all development rights, air rights, signage rights, rights under trackage agreements, mineral, mining, oil and gas rights and rights to produce or share in the production of anything related thereto and similar or comparable rights of any nature whatsoever nor or hereafter appurtenant to the Premises (defined below) or now or hereafter transferred to the Premises and specifically, without limitation, Debtor's rights under the Master REA and the Allocation Agreement) and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy property, possessions, claims and demands whatsoever, both at law and in equity, of Debtor of, in and to the Mortgaged Property, and every part and parcel thereof, with the appurtenances thereto (collectively, the "**Appurtenances**"; the Land, the Improvements and the Appurtenances being referred to herein, collectively, as the "**Premises**");
- (e) all machinery, apparatus, equipment, fittings, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned or leased by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property, or appurtenant thereto, or useable in connection with the present or future operation and occupancy of the Mortgaged Property and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Mortgaged Property, including all such items that do not constitute personal property under the laws of the State of

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Illinois (herein collectively referred to as the "**Equipment**"), and the right, title and interest of Debtor in and to any of the Equipment that may be subject to any security agreements (as defined in the Uniform Commercial Code of the State of Illinois (the "**Uniform Commercial Code**")), superior or inferior or pari passu in lien to the lien of the Mortgage;

(f) subject to and in accordance with the Loan Agreement, all awards or payments, including interest thereon, and the right to receive the same, which may heretofore or hereafter be made with respect to the whole or part of the Mortgaged Property, whether from the exercise of the right of eminent domain (including any proceeding or transfer in lieu of or in anticipation of the exercise of such right), or for any other injury to or decrease in the value of the Mortgaged Property, including any award resulting from a change of any streets (whether as to grade, access or otherwise) and any award for severance damages;

(g) all tax refunds, including interest thereon, and tax abatements, and the right to receive the same, which may be payable or available with respect to the Mortgaged Property;

(h) all leasehold estates, leases, ground leases, subleases, licenses, concessionaire agreements, bailments or other agreements affecting the use, enjoyment or occupancy of the Mortgaged Property or any portion thereof now or hereafter existing or entered into (including any use or occupancy arrangements created pursuant to Section 365(d) of Title 11 of the United States Code (the "**Bankruptcy Code**") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property (a "**Tenant**") and all extensions, amendments and modifications thereto heretofore or hereafter entered into (collectively, the "**Leases**"), and all right, title and interest of Debtor thereunder, including all guaranties thereof;

(i) all rents, issues, profits, royalties, use and occupancy charges (including all oil and gas or other mineral royalties and bonuses), income and other benefits now or hereafter derived from any portion of the Mortgaged Property or the use or occupancy thereof (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any Tenant of any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) and all cash or security deposits, advance rentals, and all deposits or payments of a similar nature relating thereto (collectively, the "**Rents**");

(j) subject to and in accordance with the Loan Agreement, all proceeds of and any unearned premiums on any insurance policies that may now or hereafter cover the Mortgaged Property, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Mortgaged Property;

(k) all right, title and interest of Debtor in, to and under all plans, specifications, maps, surveys, studies, reports, permits, licenses, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character,

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relating to the use, development, construction upon, occupancy, leasing, sale or operation of the Mortgaged Property;

(l) all development work product prepared in connection with the Mortgaged Property, including, without limitation, all surveys, engineering, drainage, traffic and soil tests; all water, sewer, gas, electrical and telephone approvals and taps; all drawings, plans and specifications; and all subdivision, zoning and platting materials;

(m) subject to all applicable contracts or agreements (including, without limitation, contracts with architects or engineers, construction contracts and contracts for the management, maintenance, leasing or sale of the Mortgaged Property, the Improvements or portions thereof, including the Hotel Component Contract and Host Ballroom Contract), all contract rights, including the right to receive additional payments under any contract or agreement, and intangibles used or useful in connection with the ownership, use, operation or occupancy of the Mortgaged Property;

(n) all licenses (including, but not limited to, any operating licenses or similar licenses), permits, governmental approvals, authorities, certificates of occupancy or other certificates required or used in connection with the ownership, operation or maintenance of the Improvements and the Mortgaged Property; all governmental permits relating to construction, all names under or by which the Improvements and the Mortgaged Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and similar documents issued by any federal, state or local authority in the name of Debtor;

(o) all (a) third-party financing commitments (debt or equity) issued to Debtor in respect of the Mortgaged Property and all amounts payable to Debtor thereunder, including the Strategic Letter of Credit and the cash deposit under the Host Ballroom Contract and (b) all bank accounts, and monies therein, of Debtor relating to the Improvements and the Mortgaged Property, including, without limitation, any accounts relating to real estate taxes;

(p) all the fixtures and, to the extent the same constitutes an interest in real property, all of the property described in Schedule B attached hereto, now owned or hereafter acquired by Debtor, and all appurtenances and additions thereto and betterments, renewals, substitutions and replacements thereof (collectively, the "**Fixtures**"); and, if the lien and security interest of the Mortgage is subject to any security interest in such property, all right, title and interest of Debtor now owned or hereafter arising in and to any and all such property is hereby assigned to Secured Party, together with the benefits of all deposits and payments now or hereafter made thereon by or on behalf of Debtor;

(q) all right, title and interest now owned or hereafter acquired by Debtor in and to all options to purchase or ground lease the Mortgaged Property or any portion thereof or interest therein, and in and to any greater estate in the Mortgaged Property;

(r) subject to and in accordance with the Loan Agreement the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to

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the Mortgaged Property, and to commence any action or proceeding to protect the interest of Secured Party and the Lenders in the Mortgaged Property;

- (s) Mortgagor's Condominium Interest; and
- (t) all proceeds, products, substitutions, and accessions of the foregoing of every type.

As used herein, "Permitted Encumbrances" means the outstanding liens, easements, restrictions, security interests and other exceptions to title set forth in the policy of title insurance insuring the lien of the Mortgage, together with the liens and security interests in favor of Secured Party created by the Loan Documents.

When used herein, the following terms shall have the following meanings:

"Allocation Agreement" means the Zoning Rights Allocation Agreement, dated as of June 7, 2007, by and between Debtor and Lakeshore East LLC.

"Arranger Counterparty" means National City, Eurohypo and LaSalle or any of their respective Related Entities.

"Cash Management Agreement" means a Cash Management and Security Agreement in form and substance substantially similar to Exhibit F attached to the Loan Agreement, to be executed, dated and delivered by Debtor, the Secured Party (on behalf of the Lenders) and a Depository Bank satisfactory to the Secured Party, as required under Section 9.32 of the Loan Agreement, as the same may be modified, amended and/or supplemented and in effect from time to time.

"Condominium Documents" means all documents, including the For-Sale Residential Unit Declaration and the Parkhome Declaration, as required by the Condominium Act and otherwise, relating to the submission of each portion of the For-Sale Residential Component to the provisions of the Condominium Act or to the regulation, operation, administration or sale thereof after such submission, including, but not limited to, a declaration or declarations of condominium, public offering statement, articles of incorporation, if applicable, by-laws and rules and regulations of a condominium association or associations, management agreement, plats and plans and the contracts of sale and deed forms to be used in connection with the sale of the For-Sale Residential Units, all to be reasonably acceptable to the Secured Party in form and substance.

"Closing Date" means the date of the Loan Agreement.

"Completion Guaranty" means the Completion Guaranty executed by the Individual Guarantors to the Secured Party (on behalf of the Lenders) on the Closing Date, as the same may be modified, amended and/or supplemented from time to time.

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“**Condominium Act**” means the Illinois Condominium Property Act (765 ILCS 605), as amended, or any statute in lieu thereof, and all regulations with respect thereto now or hereafter promulgated.

“**Consent and Agreement**” means the consent and agreement executed by the parties thereto in accordance with the General Assignment and substantially in the same form as attached thereto.

“**Consent to Assignment**” means a Consent to Assignment of Proceeds of Letter of Credit, substantially in the form of Exhibit G attached to the Loan Agreement, to be entered into by Debtor and the issuer of any letter of credit required to be assigned to the Secured Party under the terms of the Loan Agreement, as the same may be modified, amended and/or supplemented from time to time.

“**Deeded Parking Component**” means that portion of the Improvements comprised of three hundred twenty-two (322) individual, for-sale private parking spaces, intended to be sold to individual unit owners of the For-Sale Residential Units, located on five levels between the park level and lobby level of the Improvements.

“**Depository Bank**” means at any time any depository bank which is party to a Controlled Account Agreement, as defined in the Loan Agreement.

“**DJ2**” means DJ 2 LLC, an Illinois limited liability company.

“**DJ2 Completion Guaranty**” means the Completion Guaranty executed by DJ2 to the Secured Party (on behalf of the Lenders) on the Closing Date, as the same may be modified, amended and/or supplemented from time to time.

“**DJ2 Payment Guaranty**” means the Payment Guaranty executed by DJ2 to the Secured Party (on behalf of the Lenders) on the Closing Date, as the same may be modified, amended and/or supplemented from time to time.

“**Environmental Indemnity**” means that certain Environmental Indemnity Agreement by Debtor and Guarantor in favor of the Secured Party and each of the Lenders, to be executed, dated and delivered to the Secured Party (on behalf of the Lenders) on the Closing Date, as the same may be modified, amended and/or supplemented and in effect from time to time.

“**Eurohypo**” means Eurohypo AG, New York Branch.

“**Fee Letter**” means the letter agreement, dated the date hereof, between Debtor and the Secured Party with respect to certain fees payable by Debtor in connection with the Loans, as the same may be modified, amended and/or supplemented from time to time.

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"For-Sale Residential Component" means, collectively, (i) that portion of the Improvements located on floors 53 through 81, containing approximately 342,672 net saleable square feet, consisting of approximately two hundred sixty-four (264) luxury for-sale residential condominium units created by submission of such units to the Condominium Act, (ii) the Parkhomes, and (iii) the Deeded Parking Component.

"For-Sale Residential Unit" means (i) each of the approximately two hundred sixty-four (264) individual condominium units in the For-Sale Residential Component and (ii) the Parkhomes, including any appurtenant interests in the common elements and common areas as described in the Condominium Documents.

"For-Sale Residential Unit Declaration" means the condominium declaration by which the For-Sale Residential Units and Deeded Parking Spaces are or shall be submitted to a condominium form of ownership, and recorded with the Recorder of Deeds of Cook County, Illinois.

"Guarantor Documents" means, collectively, the Completion Guaranty, the DJ2 Completion Guaranty, the DJ2 Payment Guaranty, the Payment Guaranty and the Recourse Guaranty.

"Hedge Agreement" means any Swap Agreement between Debtor and one or more financial institutions providing for the transfer or mitigation of interest risks either generally or under specific contingencies, as the same may be modified, amended and/or supplemented and in effect from time to time in accordance with **Error! Reference source not found.** of the Loan Agreement; provided, however, that any such agreement may only be secured by the Liens and Security Documents securing the Loans, if, and only if, the protection is provided by one or more Arranger Counterparties or Lender Counterparties and otherwise complies with **Error! Reference source not found.** of the Loan Agreement.

"Hedge Agreement Pledge" means that certain Assignment, Pledge and Security Agreement, to be executed, dated and delivered by Debtor to the Secured Party (on behalf of the Lenders) not later than five (5) days after the Closing Date and at any other time Debtor elects or is required to enter into an Hedge Agreement, covering Debtor's right, title and interest in and to any such Hedge Agreement, as the same may be modified, amended and/or supplemented and in effect from time to time.

"Host Ballroom Contract" means the Agreement of Purchase and Sale, dated December 22, 2006, by and between Lakeshore East LLC, as seller and HST Chicago Ground LLC, as purchaser with respect to the Swissôtel Ballroom, reflecting a purchase price for the Swissôtel Ballroom of not less than \$23,125,000, as assigned by Lakeshore East LLC to Debtor by an Assignment, dated June 7, 2007.

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"Hotel Component" means that portion of the Improvements containing approximately 137,927 square feet located on Floors 4 through 18 of the Improvements consisting of approximately two hundred ten (210) hotel rooms.

"Hotel Component Contract" means the Agreement of Purchase and Sale, dated September 26, 2006, by and between Lakeshore East LLC, as seller and Strategic Hotel Funding, L.L.C., as purchaser with respect to the Strategic Ballroom and the Hotel Component, reflecting (x) a purchase price for the Strategic Ballroom of not less than \$17,299,291 and (y) a purchase price for the Hotel Component of not less than \$65,050,889 (for an aggregate contract price of not less than \$82,350,180), as assigned by Lakeshore East LLC to Debtor by an Assignment, dated June 7, 2007.

"Individual Guarantors" means, collectively, Joel Carlins, an individual, and James Loewenberg, an individual.

"LaSalle" means LaSalle Bank, N.A.

"Lender"; "Lenders" each have the meaning assigned in the preamble of the Loan Agreement.

"Lien" means any interest, or claim thereof, in the Project securing an obligation owed to, or a claim by, any Person other than the owner of the Project, whether such interest is based on common law, statute or contract, including the lien or security interest arising from a deed of trust, mortgage, assignment, encumbrance, pledge, security agreement, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project other than Permitted Encumbrances.

"Loans" means the loans to be made by the Lenders to Debtor under the Loan Agreement and all other amounts evidenced or secured by the Loan Documents.

"Loan Agreement" means: that certain Construction Loan Agreement, dated of even date herewith, among Debtor, as Debtor, Lenders, as Lender and Secured Party, as Secured Party, as the same may hereafter be amended, modified or supplemented from time to time.

"Loan Documents" means: (a) the Loan Agreement, (b) the Notes, (c) the Guarantor Documents, (d) the Security Documents, (e) each Consent and Agreement, (f) any letter of credit provided to the Secured Party in connection with the Loan, and/or any documents evidencing the assignment of letters of credit, including but not limited to Consent to Assignment, (g) the Environmental Indemnity, (h) the Fee Letter, (i) the Subordination of Management Agreement, (j) the Subordination of Parking Management Agreement, (k) such assignments of management agreements, contracts (including the

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Hotel Component Contract and Host Ballroom Contract) and other rights as may be required by the Secured Party, (l) all UCC-1 Financing Statements which Secured Party may require in connection with the Loan, (m) all other documents evidencing, securing, governing or otherwise pertaining to the Loans, and (n) all amendments, modifications, renewals, substitutions and replacements of any of the foregoing. "**Master REA**" means the Declaration of Covenants, Conditions and Restrictions, to be entered into by Debtor in connection with the vertical subdivision of the Project.

"**Mortgage**" means the Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing given by Debtor to Secured Party in the amount of \$403,500,000.

"**Notes**" means the promissory notes of even date herewith as provided for in Section 2.1(6) of the Loan Agreement and all promissory notes delivered in substitution or exchange therefore, in each case as the same may be consolidated, replaced, severed, modified, amended or extended from time to time.

"**Parkhome Declaration**" means the condominium declaration by which the Parkhomes are or shall be submitted to a condominium form of ownership, and recorded with the Recorder of Deeds of Cook County, Illinois.

"**Parkhomes**" means that portion of the Improvements comprised approximately 28,179 net saleable square feet, consisting of nine individual three-level single-family parkhomes, created by the submission of the Parkhomes to the provisions of the Condominium Act.

"**Parking Manager**" means Standard Parking, a Delaware corporation, which is initially the manager of the Rental Parking Component under the Parking Management Agreement, together with any successor property managers appointed for the Rental Parking Component in accordance with the terms of the Loan Agreement.

"**Payment Guaranty**" means the Payment Guaranty executed by the Individual Guarantors to the Secured Party (on behalf of the Lenders) on the Closing Date, as the same may be modified, amended and/or supplemented from time to time.

"**Project**" means, collectively, (a) the Land, together with any air rights and other rights, privileges, easements, hereditaments and appurtenances thereunto relating or appertaining to the Land, (b) the Improvements, together with all fixtures and equipment required for the operation of the Improvements, (c) all building materials and personal property related to the foregoing and (d) all other items described in the granting clauses of the Mortgage.

"**Project Documents**" means the documents set forth on Schedule 1.1(222) attached hereto (including but not limited to the Condominium Documents, the Allocation Agreement, the Separate Agreement, the Master REA and the Vertical

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Subdivision Documents), as such documents may be modified, supplemented and/or amend

“Recourse Guaranty” means the Recourse Guaranty executed by the Guarantor to the Secured Party (on behalf of the Lenders) on the Closing Date, as the same may be modified or amended from time to time.

“Rental Parking Component” means that portion of the improvements consisting of approximately nine hundred seventy-four (974) individual parking spaces for use by the public and/or individuals renting units within the Rental Residential Component located on the five levels of the Improvements between the park grade and lobby level of the Improvements.

“Residential Rental Component” means that portion of the Improvements containing approximately 360,050 net rentable square feet, consisting of approximately four hundred seventy-four (474) Residential Rental Units.

“Residential Rental Unit” means each of the approximately four hundred seventy-four (474) individual apartment units in the Residential Rental Component.

“Security Documents” means collectively, the Mortgage, the Hedge Agreement Pledge, the Cash Management Agreement, any Consent to Assignment and all Uniform Commercial Code financing statements required by the Loan Agreement, the Mortgage, the Hedge Agreement Pledge or the Cash Management Agreement to be filed with respect to the applicable security interests.

“Separate Agreement” means the Separate Agreement, dated as of the date hereof, by and between Lakeshore East LLC and Secured Party, relating to the For-Sale Residential Unit Declaration and the Parkhome Declaration.

“Strategic Letter of Credit” means the Letter of Credit in the amount of \$28,000,000 delivered by the purchaser under the terms of the Hotel Component Contract.

“Subordination of Management Agreement” means that certain Manager’s Consent and Subordination of Management Agreement, dated the date hereof, by the Manager in favor of the Secured Party (on behalf of the Lenders), as the same may be modified, amended and/or supplemented and in effect from time to time.

“Subordination of Parking Management Agreement” means that certain Parking Manager’s Consent and Subordination of Parking Management Agreement, dated the date hereof, by the Parking Manager in favor of the Secured Party (on behalf of the Lenders), as the same may be modified, amended and/or supplemented and in effect from time to time.

“Swap Agreement” means any agreement with respect to any swap, forward, future or derivative transaction or option or similar agreement involving, or settled by

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reference to, one or more rates, currencies, commodities, equity or debt instruments or securities, or economic, financial or pricing indices or measures of economic, financial or pricing risk or value or any similar transaction or any combination of these transactions. For purposes hereof, the credit exposure at any time of any Person under a Swap Agreement to which that Person is a party shall be determined at such time in accordance with the standard methods of calculating credit exposure under similar arrangements as reasonably prescribed from time to time by the Secured Party, taking into account (a) potential interest rate movements, (b) the respective termination provisions, (c) the notional principal amount and term of such Swap Agreement and (d) any provisions providing for the netting of amounts payable by and to a Person thereunder (or simultaneous payments of amounts by and to such Person).

Vertical Subdivision Documents means any and all documents necessary in connection with the subdivision of the Project as contemplated under Section 9.14 of the Loan Agreement.

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Schedule A

LEGAL DESCRIPTION OF LAND

PARCEL 1:

A PARCEL OF LAND COMPRISED OF A PART OF LOT 1, ALL OF LOT 1A, ALL OF LOT 2, ALL OF LOTS 3, 3A, 3B, 3C AND 3D; A PART OF LOT 4 AND A PART OF LOT 15; ALL IN LAKESHORE EAST SUBDIVISION, BEING A SUBDIVISION OF PART OF LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, SAID ADDITION BEING IN THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID LAKESHORE EAST SUBDIVISION, RECORDED MARCH 4, 2003 AS DOCUMENT 0030301045, SAID PARCEL OF LAND BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 2 IN LAKESHORE EAST SUBDIVISION WITH THE EAST LINE OF N. COLUMBUS DRIVE, AS SAID N. COLUMBUS DRIVE WAS DEDICATED AS A PUBLIC STREET BY DOCUMENT 21925615, RECORDED JUNE 5, 1972, SAID POINT OF INTERSECTION BEING ALSO THE NORTHWEST CORNER OF SAID LOT 2;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, SAID NORTH LINE BEING PERPENDICULAR TO THE EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 160.57 FEET TO THE SOUTHWEST CORNER OF LOT 3A IN SAID LAKESHORE EAST SUBDIVISION;

THENCE NORTH ALONG THE WEST LINE OF LOTS 3A AND 3B, SAID WEST LINE BEING PERPENDICULAR TO SAID NORTH LINE OF LOT 2, A DISTANCE OF 146.62 FEET TO THE NORTHWEST CORNER OF SAID LOT 3B;

THENCE EAST ALONG THE NORTH LINE OF LOTS 3B AND 3C, SAID NORTH LINE BEING PERPENDICULAR TO THE WEST LINE OF LOTS 3A AND 3B, A DISTANCE OF 221.17 FEET TO AN INTERSECTION WITH THE WEST LINE OF LOT 4, SAID POINT OF INTERSECTION BEING ALSO THE NORTHEAST CORNER OF SAID LOT 3C;

THENCE NORTH ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 141.11 FEET TO THE NORTHWEST CORNER OF SAID LOT 4;

THENCE SOUTHEASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT 4, SAID NORTHERLY LINE BEING ALSO THE SOUTHERLY LINE OF E. WACKER DRIVE, AS DEDICATED BY DOCUMENT 21925615, RECORDED JUNE 5, 1972, A DISTANCE OF 60.19 FEET TO AN INTERSECTION WITH A LINE WHICH IS 60.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF LOT 4;

THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 207.07 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 4;

THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 60.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 3D;

THENCE SOUTH ALONG THE EAST LINE OF LOT 3D, A DISTANCE OF 75.84 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID LOT 15, SAID POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF SAID LOT 3D;

THENCE EAST ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 18.40 FEET TO AN INTERSECTION WITH A LINE WHICH IS 41.60 FEET, MEASURED PERPENDICULARLY, WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 15;

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THENCE SOUTH ALONG THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 62.16 FEET TO THE NORTH LINE OF E. SOUTH WATER STREET, AS DEDICATED BY SAID PLAT OF LAKESHORE EAST SUBDIVISION;

THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 55.14 FEET TO AN INTERSECTION WITH THE WEST LINE OF N. PARK DRIVE, AS SAID N. PARK DRIVE WAS DEDICATED BY SAID PLAT OF LAKESHORE EAST SUBDIVISION;

THENCE SOUTH ALONG SAID WEST LINE, SAID WEST LINE BEING ALSO THE EAST LINE OF LOT 15, A DISTANCE OF 311.53 FEET TO AN INTERSECTION WITH A LINE WHICH IS 95.18 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINES OF LOT 1 AND 15;

THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 345.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID LOT 1, SAID WEST LINE BEING ALSO THE EAST LINE OF N. COLUMBUS DRIVE AS DEDICATED;

THENCE NORTH ALONG SAID WEST LINE OF LOT 1, A DISTANCE OF 66.00 FEET;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID WEST LINE OF LOT 1, A DISTANCE OF 90.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1A IN LAKESHORE EAST SUBDIVISION;

THENCE NORTH ALONG THE WEST LINE OF LOT 1A, A DISTANCE OF 160.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1A;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 90.00 FEET TO THE WEST LINE OF SAID LOT 2, SAID WEST LINE BEING ALSO THE EAST LINE OF N. COLUMBUS DRIVE;

THENCE NORTH ALONG SAID WEST LINE OF LOT 2, A DISTANCE OF 147.70 FEET TO THE POINT OF BEGINNING.

ALSO THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 44.00 FEET ABOVE CHICAGO CITY DATUM AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF THAT PART OF SAID LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON SAID EAST LINE OF N. COLUMBUS DRIVE AS DEDICATED BY DOCUMENT 21925615, RECORDED JUNE 5, 1972 WHICH POINT IS 147.70 FEET, AS MEASURED ALONG SAID EAST LINE, SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 IN LAKESHORE EAST SUBDIVISION;

THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 90.00 FEET;

THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE OF N. COLUMBUS DRIVE, A DISTANCE OF 160.00 FEET;

THENCE WEST ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 90.00 FEET TO SAID EAST LINE OF N. COLUMBUS DRIVE;

THENCE NORTH ALONG SAID EAST LINE, A DISTANCE OF 160.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

(APPURTENANT TO AND BURDENS ALL LOTS IN LAKESHORE EAST SUBDIVISION.)

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NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, INCLUDING EASEMENTS FOR ACCESS TO IMPROVEMENTS BEING CONSTRUCTED OVER TEMPORARY CONSTRUCTION EASEMENT AREAS, FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON, OVER THROUGH AND ACROSS THE STREETS, AND TO UTILIZE THE UTILITIES AND UTILITY EASEMENTS, IN AND UPON LOTS AND PARTS OF LOTS IN LAKESHORE EAST SUBDIVISION AFOREMENTIONED, ALL AS MORE PARTICULARLY DEFINED, DESCRIBED AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST MADE BY AND BETWEEN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND ASN LAKESHORE EAST LLC DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732020 AND AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF MARCH 3, 2003 AND RECORDED MARCH 7, 2003 AS DOCUMENT 0030322531, AND AS AMENDED BY SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF NOVEMBER 12, 2004 AND RECORDED NOVEMBER 19, 2004 AS DOCUMENT 0432427091, AND RE-RECORDED JANUARY 19, 2005 AS DOCUMENT NUMBER 0501919098, AND FURTHER AMENDED BY THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505632009, AND FURTHER AMENDED BY FOURTH AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF FEBRUARY 24, 2005 AND RECORDED FEBRUARY 25, 2005 AS DOCUMENT 0505632012, AND FURTHER AMENDED BY FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST EXECUTED BY LAKESHORE EAST LLC DATED AS OF OCTOBER 27, 2006 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 0631333004 AND ALSO RE-RECORDED ON FEBRUARY 9, 2007 AS DOCUMENT 0704044062, AND AS SUPPLEMENTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATED TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST LLC, DATED AS OF FEBRUARY 9, 2007 AND RECORDED MAY 22, 2007 AS DOCUMENT 00714222037.

PARCEL 3:

(APPURTENANT TO AND BURDENS LOTS 1 AND 2 IN LAKESHORE EAST SUBDIVISION)

EXCLUSIVE AND NON-EXCLUSIVE EASEMENTS APPURTENANT INCLUDING PARKING AND USE EASEMENT AND MAINTENANCE EASEMENT ALL MORE PARTICULARLY DEFINED IN THE FIRST AMENDMENT TO PARCELS 1 AND 2 DEVELOPMENT AND EASEMENT AGREEMENT DATED OCTOBER 27, 2006 AND RECORDED NOVEMBER 9, 2006 AS DOCUMENT 061333002 AND AS SUPPLEMENTED BY NOTICE OF SATISFACTION OF CONDITIONS RELATING TO FIFTH AMENDMENT TO DECLARATION OF COVENANTS,

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CONDITIONS, RESTRICTIONS AND EASEMENTS FOR LAKESHORE EAST AND FIRST AMENDMENT TO PARCELS 1 AND 2 DEVELOPMENT AND EASEMENT AGREEMENT RECORDED MAY 22, 2007 AS DOCUMENT NUMBER 0714222037.

PARCEL 4:

COMMONWEALTH EDISON EASEMENT DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732345 AND AS AMENDED AND RESTATED BY FIRST AMENDMENT TO AND RESTATEMENT OF COM ED SUPPORT EASEMENT RECORDED JUNE 11, 2007 AS DOCUMENT 0716240042.

PARCEL 5:

EASEMENTS FOR UTILITIES, EXCLUSIVE PARKING SPACES, MAINTENANCE OF EXISTING ENCROACHMENTS, ACCESS, EMERGENCY PEDESTRIAN EGRESS AND AIR INTAKE VERTICALLY WITHIN THE COM ED UTILITY EASEMENT AREA, THE COM ED PARKING AND ACCESS EASEMENT AREA, AND OTHER DEFINED AREAS, AS CONTAINED IN COM ED EASEMENT AGREEMENT DATED AS OF JUNE 26, 2002 AND RECORDED JULY 2, 2002 AS DOCUMENT 0020732346 MADE BY AND BETWEEN ASN LAKESHORE EAST LLC, LAKESHORE EAST PARCEL P LLC, AND COMMONWEALTH EDISON COMPANY, AND AS AMENDED BY FIRST AMENDMENT TO AND RESTATEMENT OF COM ED EASEMENT AGREEMENT RECORDED JUNE 11, 2007 AS DOCUMENT 0716240043.

(APPURTENANT TO LOTS 1, 2 AND UNDERLYING EASEMENT PARCEL 2 AND 3)

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SCHEDULE B PERSONAL PROPERTY COLLATERAL

All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Mortgage by and from Debtor, in favor of Secured Party.

(a) All personal property in all of its forms, including, without limitation, all goods, supplies, equipment, furniture, furnishings, fixtures, inventory (including, without limitation, inventory as such term is defined in the Uniform Commercial Code), raw materials, work in process and construction materials which Debtor now or hereafter owns or in which Debtor now or hereafter acquires an interest or right, including, without limitation, those in which Debtor has an interest or right of any kind, those which are now or hereafter located on or affixed to the Mortgaged Property, and those in transit thereto or in any other location, or used or useful in the operation, use or occupancy of the Mortgaged Property or the construction of any improvements thereon, including, without limitation, all documents of title with respect to such personal property, any interest of Debtor in and to personal property that is leased or subject to any superior security interest, all books, records, ledger cards, leases, other documents of whatever kind or character, relating to the Mortgaged Property;

(b) All tangible personal property of any kind attached to or located upon and used in connection with the ownership, maintenance, use or operation of the Mortgaged Property as of the date hereof, including, but not limited to, all furniture, fixtures, construction materials, equipment, signs; all copy machines, computers, software, facsimile machines and other office equipment; all shelving and partitions; all vans, automobiles and other motor vehicles; all carpets, drapes, beds, furniture, furnishings, televisions, telephones and similar property; all stoves, ovens, freezers, refrigerators, dishwashers, disposals, kitchen equipment and utensils, tables, chairs, plates and other dishes, glasses, silverware, serving pieces and other restaurant and bar equipment, apparatuses and utensils; all audiovisual equipment, banquet equipment and laundry equipment, all artwork and decorations; the foregoing being exclusive of items belonging to tenants under Leases, if any;

(c) All merchandise, supplies, inventory and other items used for the operation and maintenance of recreational areas located within or relating to the Mortgaged Property, including, without limitation, office supplies and stationary, advertising and promotional materials, cleaning and maintenance supplies, paper goods, all machinery, fixtures, furniture and furnishings, decorations and art work, equipment, supplies restaurant equipment and supplies;

(d) All computer programs, tapes, disks, and related data processing software (owned by Debtor or in which it has an interest) that at any time evidence or contain information relating to the Mortgaged Property or to Debtor's business thereon;

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(e) All fees, income, rents, issues, profits, earnings, receipts, royalties and revenues which, after the date hereof and while any portion of the indebtedness secured hereby remains unpaid, may accrue to Debtor from such goods, fixtures, furnishings, equipment and building materials or any part thereof located on the Mortgaged Property, or which may be received or receivable by Debtor from any hiring, using, letting, leasing, subhiring, subletting, or subleasing of the Mortgaged Property;

(f) All of Debtor's present and future rights and claims to receive payments of money, utility deposits, services or property relating to the Mortgaged Property, including, without limitation, rights to all deposits from tenants of the Mortgaged Property, rights to receive payment with respect to media and advertising agreements and sponsorships, amounts payable on account of the sale of interests in Debtor, accounts receivable, deposit or other accounts (including, without limitation, deposit accounts maintained with Secured Party; and accounts as that term is defined in the Uniform Commercial Code), chattel paper, notes, drafts, contract rights, rights to performance, instruments (including, without limitation, instruments as such term is defined in the Uniform Commercial Code), general intangibles, principal, interest and payments due on account of goods sold, services rendered, loans made or credit extended, guaranties, letters of credit, documents, drafts, acceptances, and tax refunds, together with title or interest in all documents evidencing or securing the same, and judgments taken on any rights or claims which now or hereafter relate to, are derived from or used in connection with the Mortgaged Property or the ownership, construction, use, operation, maintenance, occupancy or enjoyment thereof or the conduct of business or activities therefrom;

(g) All of Debtor's rights and interests in all other general intangibles including all payment intangibles (as in the foregoing terms are defined in Uniform Commercial Code) and rights relating to the Mortgaged Property or the construction, development, use or operation thereof, or used in connection therewith, including but not limited to all governmental permits relating to construction or other activities on the Mortgaged Property, all names under or by which the Mortgaged Property may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names, trademarks and franchises relating in any way to the Mortgaged Property, all patents and copyrights of Debtor relating in any way to the Mortgaged Property, all good will in any way relating to the Mortgaged Property, all licenses and permits relating in any way to, or to the operation of, the Mortgaged Property, all contract rights, all options, all purchase orders, all manufacturers' warranties with respect to improvements, all construction contracts, all maintenance contracts, and all of Debtor's claims and rights arising under or pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. § 365;

(h) All of Debtor's rights, powers, and privileges as a member of the Condominium Association and as the holder of any voting rights (including, without limitation, any special class of voting rights) under the Condominium Declaration or the Condominium Association Documents;

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(i) All of Debtor's rights under all warranties, guaranties or insurance policies (whether or not Secured Party is the loss payee thereunder) covering the Mortgaged Property or any of the aforesaid collateral, and all proceeds, loss payments and premium refunds payable regarding the same;

(j) All of Debtor's rights and interests in reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the construction of any improvements on the Mortgaged Property;

(k) All of Debtor's rights and interests in all causes of action, claims compensation and recoveries for any damage to or condemnation or taking of the Mortgaged Property or the aforesaid collateral, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Mortgaged Property or the aforesaid collateral, or for any loss or diminution in value of the Mortgaged Property or the aforesaid collateral;

(l) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals or gravel from the Mortgaged Property and all studies, data and drawings related thereto; and also all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from the Mortgaged Property;

(m) All sums on deposit with the Secured Party for any reason whatsoever pursuant to the terms and provisions of the Mortgage;

(n) All water stock relating to the Mortgaged Property, all shares of stock or other evidence of ownership of any part of the Mortgaged Property that is owned by Debtor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Mortgaged Property;

(o) All of the right, title and interest of Debtor in and to all sales contracts and agreements of any nature whatsoever, now or hereafter executed covering any portion of the Mortgaged Property, together with any and all modifications thereof, and also together with all deposits or other payments made in connection therewith or received from purchases under sales contracts and agreements (to the extent permitted by law), deposit receipts, escrow agreements and other ancillary documents and agreements entered into with respect to the sale to any purchasers of any part of the Mortgaged Property and/or any unsold For-Sale Residential Unit, unsold Deeded Parking Space, the Hotel Component or the Ballroom Component, together with all deposits and other proceeds of the sale thereof;

(p) All (i) third-party financing commitments (debt or equity) issued to Mortgagor in respect of the Mortgaged Property and all amounts payable to Mortgagor thereunder, including the Strategic Letter of Credit and the letter of credit delivered by

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HST Chicago Ground LLC to Mortgagor pursuant to the Hotel Component Contract; and (ii) all bank accounts, and monies therein, of Mortgagor relating to the Improvements and the Mortgaged Property, including, without limitation, any accounts relating to real estate taxes;

(q) All water rights appurtenant to the Mortgaged Property together with all pumping plants, pipes, flumes and ditches, all rights to the use of water as well as all rights in ditches for irrigation of the Mortgaged Property, all water stock relating to the Mortgaged Property, shares of stock or other evidence of ownership of any part of the Mortgaged Property that is owned by Mortgagor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Mortgaged Property;

(r) Any and all contracts and agreements with architects, subcontractors, engineers, management agents, leasing agents, sales agents, service and maintenance agents, contractors and other third parties, whether now existing or hereafter arising, relating to the management, operation, construction, leasing, sale, maintenance and repair of the Mortgaged Property;

(s) All escrow and other accounts held or established by Mortgagee (whether on Mortgagee's books or in any bank or financial institution) pursuant to any Loan Document (subject to the rights of Mortgagor prior to a Potential Default or Event of Default specifically provided for in the Loan Documents);

(t) Any other property which may be construed to be personal property;

(u) All substitutions and replacements of, and accessions and additions to, any of the foregoing;

(v) Excluding all furnishings, fixtures, equipment and personal property owned or leased by lessees of the Mortgaged Property; and

(w) All proceeds, products, offspring, rents, profits, income benefits, accessions, substitutions and replacements from sale, collection, exchange or other disposition of the aforesaid collateral, whether such disposition is voluntary or involuntary, and all goods, documents, general intangibles, chattel paper and accounts, wherever located, acquired with cash proceeds of any of the foregoing or proceeds thereof.